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Attorney for Debtor  
Prithpal Singh

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

IN RE:	)	CHAPTER 13
	)	
PRITHPAL SINGH	)	CASE NO.: 24-50983 SLJ
	)	
	)	Date: January 23, 2025
	)	Time: 10:00 am
Debtor.	)	Place: Telephone/Videoconference
_____	)	

**SUPPLEMENTAL DECLARATION OF COUNSEL IN SUPPORT OF APPLICATION  
FOR COMPENSATION**

I, Susan D. Silveira, declare and certify as follows:

1. I am an attorney duly licensed to practice before all courts in the State of California and before the Northern District of California. I am a solo practitioner doing business as Silveira Law Offices formerly representing the debtor, Prithpal Singh, in the above-referenced bankruptcy proceeding. I make this declaration of my own personal knowledge and if called to testify as a witness in this matter, I could and would testify competently thereto.

2. I did not receive proper service of the Objection to my Application for Compensation. When counsel substituted, I was removed from the automatic electronic service list and the objection was not mailed to me. I happened to review the file on PACER and discovered the objection on January 14, 2025.

3. I am a California Certified Specialist in Bankruptcy Law. I have been a bankruptcy practitioner for more than twenty (20) years. I have a 97% success rate in case

1 completion and discharge in the Chapter 13 cases I have handled.

2 4. The reasonably presumptive fees for this case under the current flat fees set out in  
3 the Rights and Responsibilities form would be \$14, 700.

4 5. Based on the additional work required in preparing Mr. Singh's case for filing, the  
5 client and I agreed to an estimated amount of fees at \$24,000 as set forth in the Chapter 13 Plan.  
6 These fees were fully discussed and agreed to by the client in the fee agreement (not attached due  
7 to attorney-client privilege) but provided to Mr. Singh's current counsel. The fee agreement  
8 signed by Mr. Singh clearly explains that I have the right to seek payment of fees and costs in the  
9 event his bankruptcy case is dismissed.

10 6. I performed the services for which I now seek compensation because I believed  
11 them to be reasonably necessary and most likely to benefit the debtor and his estate at the time.

12 7. The fact that this case is not yet confirmed is not in any way due to any lack of  
13 effort on my part. An unforeseen change in the client's cooperation caused this case not to  
14 proceed to confirmation. I am prevented from any further explanation due to attorney-client  
15 privilege.

16 8. I have provided all files to the debtor's current counsel. After the execution of  
17 proper waivers, Mr. Goldstein and I discussed the status of the case and he has been fully  
18 apprised of the circumstances preventing my being able to complete the work necessary to get the  
19 case confirmed. It is misleading to suggest that if I had spent less time working this case, that it  
20 would have been confirmed.

21 9. At the beginning of representation in each bankruptcy case, I fully explain the  
22 basis for which clients will be billed for services. The clients sign a fee agreement fully  
23 explaining this and the fee agreement specifies whether they are paying the presumptive flat fees  
24 or an estimate of total fees for which I will have to seek court approval. The fee agreement also  
25 outlines circumstances in which additional fees may be sought. When it comes time to submit an  
26 application for fees, we discuss how those fees will be paid. In all instances, my fees have been

1 paid by ongoing plan payments or as part of payment through a plan where the debtor(s) are  
2 selling or refinancing their home to apply proceeds to their plan payments. In other cases, a plan  
3 modification was filed or arrangements made with the Chapter 13 Trustee to continue making  
4 plan payments beyond the plan term.

5 10. In this case, our initial fee arrangement was for my hourly rate of \$375. In the  
6 subsequent revised agreement to address the increase in anticipated fees due to the longer than  
7 usual amount of time required to prepare the case, my hourly rate had increased to \$400 per  
8 hour. I gave the debtor the benefit of the lower hourly rate in this application.

9 11. The Chapter 13 Trustee is holding \$9,619 which should be applied to payment  
10 towards the fees and costs of \$12,387.80 sought in my application. ( Not the \$13,950 stated in  
11 Mr. Goldstein's opposition.)

12 12. The debtor has received a copy of this fee application and was invited to discuss  
13 any concerns with me, as was his current attorney. Neither of them contacted me to discuss any  
14 concerns about "excessive" fees.

15 13. This is the first time where circumstances require I request approval of fees and  
16 costs in a case where I will not be paid according to the terms of the debtor's plan. Realistically,  
17 my only chance for payment is from the funds now held by the Chapter 13 Trustee.

18 I declare under penalty of perjury under the laws of the State of California that the  
19 foregoing is true and correct and that this certification was executed on January 19, 2025, in  
20 Fresno, California.

21 /s/ Susan D. Silveira  
22 Attorney for Debtor  
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